REQUEST FOR PROPOSAL (RFP)

<table>
<thead>
<tr>
<th>Bid Event Number:</th>
<th>EVT0003794</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replaces Contract:</td>
<td>New</td>
</tr>
<tr>
<td>Date Mailed:</td>
<td>May 11, 2015</td>
</tr>
<tr>
<td>Closing Date:</td>
<td>June 10, 2015, 2:00 PM local Topeka time</td>
</tr>
<tr>
<td>Procurement Officer:</td>
<td>David Stueve</td>
</tr>
<tr>
<td>Telephone:</td>
<td>785-296-0408</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td><a href="mailto:david.stueve@da.ks.gov">david.stueve@da.ks.gov</a></td>
</tr>
<tr>
<td>Web Address:</td>
<td><a href="http://admin.ks.gov/offices/procurement-and-contracts/">http://admin.ks.gov/offices/procurement-and-contracts/</a></td>
</tr>
<tr>
<td>Item:</td>
<td>Dark Fiber Installation – Wichita Metro Area</td>
</tr>
<tr>
<td>Agency:</td>
<td>Department of Transportation</td>
</tr>
<tr>
<td>Period of Contract:</td>
<td>Eighteen Months, with two one year renewal options.</td>
</tr>
<tr>
<td>Guarantee:</td>
<td>Performance and Public Works Bonds Required After Award</td>
</tr>
</tbody>
</table>

This Bid Event was recently posted to the Procurement and Contracts Internet website. The documents can be downloaded by going to the following website:

http://admin.ks.gov/offices/procurement-and-contracts/

All documents and related to this bid event can be accessed by using the link noted directly above, then selecting “Bid Solicitations” along the left hand side of the page, and then scrolling down and selecting the specific “Bid Number”, and scrolling down and finding the specific “Bid Files” for this bid event.

Please read the Event Details carefully regarding bidder registrations and formal invitations to the bid event.

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

NOTICE:

A Pre-Bid Conference will be held at 9:00 AM, local Topeka time, on May 20, 2015. The meeting will be held in the 4th Floor East Tower Conference Room, located in the Eisenhower Building, 700 SW Harrison, Topeka, Kansas, 66603.

Participants may also participate by calling the following conference call number:

Phone Number: 866-620-7326; Conference Code 889 904 6085.
SIGNATURE SHEET

Item: Dark Fiber Installation – Wichita Metro Area
Agency: Department of Transportation

Closing Date: June 10, 2015, 2:00 PM local Topeka time

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation

Mailing Address City & State Zip

Toll Free Telephone Local Cell: Fax

Tax Number

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail

Signature Date

Typed Name Title

In the event the contact for the bidding process is different from above, indicate contact information below.

Bidding Process Contact Name

Mailing Address City & State Zip

Toll Free Telephone Local Cell: Fax

E-Mail

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name

Mailing Address City & State Zip

Toll Free Telephone Local Cell: Fax

E-Mail
1. **INSTRUCTIONS**

2. **Bid Event ID / Reference Number:**

   The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

   - Negotiations
   - Contract Signing
   - as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

2.1. **Negotiated Procurement:**

   This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

   - Secretary of Department of Administration;
   - Director of Purchases, Department of Administration; and
   - Head of Using Agency

2.2. **Appearance Before Committee:**

   Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

   Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

   No additional revisions shall be made after the specified cut off time unless requested by the PNC.
2.3. **Cost of Preparing Proposal:**

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

2.4. **Preparation of Proposal:**

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

2.5. **Signature of Proposals:**

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

2.6. **Acknowledgment of Amendments:**

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by Procurement and Contracts in writing.

2.7. **Modification of Proposals:**

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

2.8. **Withdrawal of Proposals:**

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at Procurement and Contracts prior to the closing date.
2.9. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

2.10. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

2.11. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

2.12. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A List of Bidders may be obtained in the following manner:

- Attending the public bid opening at the time and date noted on the Bid Event, or
- Requesting a List of Bidders via e-mail to tabsheets@da.ks.gov or in writing to the following address. Include the Bid Event number EVT0003794 in all requests.

Kansas Department of Administration
Procurement and Contracts
Attention: Bid Results
900 SW Jackson, Suite 451 South
Topeka, KS  66612-1216
• Once a contract has been executed, the Bid Tabsheet is available upon request following the same instructions noted above.

Bid results will not be given to individuals over the telephone.

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to tabsheets@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

2.13. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (http://admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

If any part or all of the proposal is marked as being copyrighted, by submission of the proposal itself, the proposer provides the State of Kansas full authority to provide copies of such material, either in paper format or electronically, to interested parties in order for the State to meet its obligations under the Kansas Open Records Act.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

2.14. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".
2.15. **Notice of Award:**

An award is made on execution of the written contract by all parties.

2.16. **News Releases**

Only the State is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.
3. PROPOSAL RESPONSE

3.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and five (5) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and five (5) copies of the cost proposal including the signed Event Details document,
- One (2) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Department of Administration
Procurement and Contracts
Proposal # EVT0003794
Closing Date: June 10, 2015
900 Jackson Street, Suite 451 South
Topeka, KS 66612-1216

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

3.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.
3.3. **Bidder Information:**

The bidder must include a narrative of the bidder’s corporation and each subcontractor if any. The narrative shall include the following:

(a) date established;
(b) ownership (public, partnership, subsidiary, etc.);
(c) number of personnel, full and part time, assigned to this project by function and job title;
(d) resources assigned to this project and the extent they are dedicated to other matters;
(e) organizational chart;
(f) financial statement may be required.

3.4. **Qualifications:**

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

3.5. **Timeline:**

A timeline for implementing services must be submitted with the bid.

3.6. **Methodology:**

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

3.7. **References:**

Provide four (4) references who have purchased similar items or services from the bidder in the last ten year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

3.8. **Technical Literature:**

All Technical Proposals shall include specifications and technical literature sufficient to allow the State to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

3.9. **Procurement Card (P-Card):**

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.
4. TERMS AND CONDITIONS

3.1 Contract Documents:
This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2 Contract:
The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3 Contract Formation:
No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4 Notices:
All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration
Procurement and Contracts
900 Jackson Street, Suite 451 South
Topeka, KS 66612-1216
RE: Bid Event ID Number EVT0003398

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5 Termination for Cause:
The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.
The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6 Termination for Convenience:
   The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7 Debarment of State Contractors:
   Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

3.8 Rights and Remedies:
   If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

   In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

   The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.9 Force Majeure:
   The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.10 Waiver:
   Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.11 Independent Contractor:
   Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.
The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.12 Staff Qualifications:
The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.13 Subcontractors:
The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.14 Proof of Insurance:
Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

3.15 Conflict of Interest:
The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.16 Confidentiality:
The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

3.17 Nondiscrimination and Workplace Safety:
The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.18 Environmental Protection:
The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.19 Hold Harmless:
The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.20 Care of State Property:
The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.21 Prohibition of Gratuities:
Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.22 Retention of Records:
Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.23 Antitrust:
If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the
anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.24 Modification:
This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.25 Assignment:
The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.26 Third Party Beneficiaries:
This contract shall not be construed as providing an enforceable right to any third party.

3.27 Captions:
The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.28 Severability:
If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.29 Governing Law:
This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.30 Jurisdiction:
The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.31 Mandatory Provisions:
The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.32 Integration:
This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.
3.33 Debarment of State Contractors:
Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.34 Immigration and Reform Control Act of 1986 (IRCA):
All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (http://admin.ks.gov/docs/default-source/ofpm/procurement-contracts/irca.doc) with the technical proposal.

3.35 Worker Misclassification:
The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.36 Injunctions:
Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
3.37 Statutes:
Each and every provision of law and clause required by law to be inserted in the contract shall be
deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If
through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the
application of either party the contract shall be amended to make such insertion or correction.

3.38 Federal, State and Local Taxes:
Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption. The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.39 Accounts Receivable Set-Off Program:
If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3.40 Definitions:
5. OTHER TERMS AND CONDITIONS

5.1. **Definite Quantity Contract:**

This Request is for a close-ended contract between the Contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

5.2. **On-Site Inspection:**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a proposal shall be construed as evidence that the bidder has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the bidder's response.

5.3. **Experience:**

All bidders must have a minimum of ten years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

5.4. **Payment:**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. **NOTE:** If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

5.5. **Materials and Workmanship:**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or contractor fault.
5.6. **Industry Standards:**

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

5.7. **Subcontractors:**

Kansas Statute K.S.A. 75-3741, as amended, requires a Bidder to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, or Electrical Construction included as a part of the Proposal, when a single contract for the "Project as a whole" is to be awarded.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

5.8. **Public Works Bond:**

The Contractor shall file with the Director of Purchases a Public Works Bond as required by K.S.A. 60-1111, as amended, in an amount equal to one hundred percent (100%) of contract price and shall be filed with the Clerk of the District Court in the County where the project is being constructed.

The bond funding will be released upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages. A Public Works Bond is not required for projects with a contract price below $100,000.00.

Necessary bond forms will be furnished by Procurement and Contracts and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

5.9. **Performance Guaranty/Bond:**

The Contractor shall file with the Director of Purchases a performance guaranty/bond in the amount of 100 % of the contract price. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages.

A performance guaranty must be one of the following: (1) certificate of deposit payable to the State; or (2) a properly executed bond payable to the State.

Necessary bond forms will be furnished by Procurement and Contracts and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

5.10. **Equipment:**

All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid response.
5.11. **Implied Requirements:**

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

5.12. **Warranty:**

Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. The State requires a "standard" warranty of 1 year, and other warrantees as provided by the industry. This warranty shall be included in the cost of the equipment.

The Contractor will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency or Procurement and Contracts said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

5.13. **Acceptance:**

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

5.14. **Submission of the Bid:**

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

5.15. **Alternate Proposals/Equivalent Items:**

Bids on goods and services comparable to those specified herein are invited. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, shall be returned at bidder's expense, if requested.

The State of Kansas reserves the right to determine and approve or deny "equivalency" in comparison of alternate bids.
5.16. **Certification of Materials Submitted:**

The response to this RFP, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

5.17. **Inspection:**

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

5.18. **Bidder Contracts:**

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

5.19. **Transition Assistance:**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

5.20. **Award:**

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.
6. SPECIFICATIONS

Scope of Work – Dark Fiber Installation

Subsection A- Specifications

1 Introduction

1.1 Description: The State of Kansas is seeking proposals for installation of single mode fiber in the Wichita, KS metro area along KANSAS DEPARTMENT OF TRANSPORTATION (KDOT) right-of-way on the primary fiber routes listed in Attachment A. Attachment A lists primary fiber routes by priority as well as separately lists Add Alternate routes. Add Alternate routes may be bid as either new construction or offering use of existing dark fiber. A detailed KMZ file displaying the primary fiber routes and required splice vaults is included in the bid package. In addition to installing fiber for KDOT, the Vendor may apply for HIGHWAY PERMIT USE OF RIGHT OF WAY for a non-exclusive right to install fiber optic cable and conduit adjacent (in the same trench) to KDOT fiber. Vendor will be required to have separate splice vaults and enclosures except for regeneration huts, POP or other structures Vendor chooses to install, where the KDOT will require specific room for racks and equipment for KDOT use. Attachment D includes a list of known construction projects in the area, to help Vendors decide best routes and construction methods.

1.2 Scope of Work: The Vendor shall furnish and install for KDOT an all dielectric, gel-free, 96 single mode fiber optic (SMFO) cable in one 2” HDPE green conduit and a second empty 2” HDPE green conduit, install cabinets and perform splicing along all primary fiber routes. The Vendor shall install splice vaults at specific designated locations according to the provided splice vault GPS points shown in Attachment F. Fiber optic marker posts, tracer wire, pull string and warning tape shall be installed as specified in the contract documents. The Vendor shall provide all materials, labor and equipment to complete and test the project.

All construction methods and materials shall meet the specification of the contract documents and the KDOT “Standard Specification for State Road and Bridge Construction”, latest edition and Intelligent Transportation Systems (ITS) Equipment Specification and Details located in Attachment E. In the event of conflicts between the ITS Equipment Specifications and contract documents, the contract documents shall guide. All work and permitting shall be completed in accordance with the KDOT’s current “Utility Accommodation Policy” located at:


1.3 Timetable: Installation of the primary routes is expected to be completed within the resulting contract’s initial 18-month period. Add alternate routes, if selected by KDOT, are expected to be completed within the following year. A second one-year renewal option is available for completion of the Add Alternate routes, or other unnamed future projects.

1.4 Vendor to coordinate and secure all necessary permits through the KDOT District Five office per the KDOT Utility Accommodation Policy, latest edition.

1.5 Vendor must have a minimum of five (5) years of experience in outside plant fiber optic cable construction.

1.6 Vendor must have successfully installed fiber optic cable of similar scope for at least two customers.
1.7 Successful Vendor is responsible to schedule and attend monthly construction progress meetings. Vendor shall work with KDOT on a reoccurring monthly meeting schedule that will work for necessary attendee’s within KDOT.

1.8 Successful Vendor shall furnish and install fiber optic markers to be placed at every splice vault, both sides of every railroad crossing, both sides of every waterway crossing, both sides of every Interstate or Highway crossing and spaced up to a 500 foot interval between these points.

1.9 Successful Vendor is to equip the trenching/plowing equipment with GPS tracking technology or propose alternate method of hard locating GPS points. GPS readings shall be taken at every splice vault and at a minimum at every 100 feet along the trench line. When boring, Vendor shall take manual GPS points every 20 feet and import these points into the GIS tool. Vendor shall form a line from boring points to trenching points to provide an as-built location map. The accuracy of the GPS readings shall be within 3 feet (1 meter). Vendor shall provide to the State the as-built KMZ file and as-built electronic list of all GPS readings, per Attachment C.

1.10 Successful Vendor has the option to bore, plow or trench with no additional cost to the owner. Trenching or plowing is not allowed for railroad, waterway, street crossing, or existing rip-rap areas or other areas as determined by the KDOT.

1.11 Successful Vendor shall stake all KDOT splice vault locations according to the provided GPS points. Placement of all KDOT splice vaults must be approved by KDOT prior to construction. Any re-staking necessitated by adjustment is considered incidental to the project and no additional payment will be made.

1.12 Splice Vaults will be installed at a maximum of 5000-ft intervals.

1.13 A KMZ file with the Wichita Fiber Optic Trunkline route, splice vault locations, fiber connection points, fiber communication hub cabinets, street, waterway and railroad crossings will be provided to the Vendor as part of the bid package for the primary routes. Vendor shall install the conduit/fiber and splice vaults according to the route presented in the KMZ file.

1.14 Successful Vendor shall install 2-2” HDPE Green Schedule 80 and UL Listed conduit. Vendor may choose to provide an alternate color scheme for approval. Exception to this with KDOT approval may be obtained if required due to permit requirements for railroad or waterway crossings. If a single conduit is used innerducts will be required per the attached specifications. Conduit shall be installed in accordance with the KDOT Utility Accommodation Policy, latest edition and the ITS Standard Details and Specifications in Attachment E.

1.15 Successful Vendor shall coil 150 feet of fiber optic cable in each splice vault.

1.16 Successful Vendor shall keep the premises and surrounding areas free from accumulation of waste material caused by the operations under the contract. Surplus materials and cabling components shall be promptly removed from the site upon completion of the work.

1.17 Successful Vendor shall provide submittals for all construction materials according to the ITS equipment details and specifications.

1.18 Successful Vendor shall coordinate and secure all City of Wichita permits required by the City of Wichita for City street crossings and dirt cuts as required by the City. Contact the City of Wichita Public Works Department at 1-316-268-4501. In addition any other permits required by other cities or counties shall be the responsibility of the Vendor. All permit fees are the responsibility of the Vendor and are subsidiary to other items of the contract.
1.19 Successful Vendor shall coordinate and secure all waterway crossing permits required for waterway crossings. All permit fees are the responsibility of the Vendor and are subsidiary to other items of the contract.

1.20 Vendor shall complete all environmental permitting according to the KDOT Utility Accommodation Policy. Vendor must supply and implement an approved KDOT Erosion control plan in accordance with KANSAS DEPARTEMENT OF TRANSPORTATION standard specifications prior to beginning work.

1.21 Successful Vendor shall coordinate and secure all necessary permits from any railroads prior to crossing railroad right of way and tracks. Annual maintenance charged by the railroad, annual liability insurance or other costs will also be the responsibility of the Vendor. All permit fees are the responsibility of the Vendor and are subsidiary to other items of the contract.

1.22 CenturyLink owns the buildings where some of KDOT’s current fiber network is located. Any testing or modifications necessary to establish connectivity at these locations will require advance notice with KDOT representative present during any work on or near the existing structures.

1.23 Vendor shall furnish and install fiber communication hub cabinets, per Attachment B, or include space in Vendor Point of Presence (POP) or NODE building at four locations identified below. Locations will be field staked and approved by the KDOT prior to construction. Staking will include the direction that the doors will open. Fiber optic schematics for connections will be provided by the KDOT prior to performing work and after award of contract. The four locations a hub cabinet or space in Vendor POP with the following anticipated connections that will be required are:

- I-135/I-235 North Junction: Vendor shall route the following cables into cabinet or POP and terminate/jumper according to the provided diagrams.
  - Existing I-135 - 96 backbone
  - New I-235 - 96 backbone
  - New K-96 - 96 backbone
  - New K-254 - 96 backbone
  - Existing KANSAS DEPARTMENT OF TRANSPORTATION CCTV - 12 pigtail
  - Existing KANSAS DEPARTMENT OF TRANSPORTATION 6 pigtail (Century Link connection)
  - Space for Additional 2-96 Patch Panels
- I-35/K-96 Eastern Connection to KANSAS TURNPIKE AUTHORITY fiber
  - New K-96 - 96 backbone
  - KANSAS TURNPIKE AUTHORITY 96 pigtail
- I-35/I-135 Southern Connection to KANSAS TURNPIKE AUTHORITY fiber
  - New I-135 - 96 backbone
  - KANSAS TURNPIKE AUTHORITY 96 pigtail
- I-135/I-235 South Junction
  - New I-235 - 96 backbone
  - New I-135 - 96 backbone

Vendor is to perform splicing as directed by the KANSAS DEPARTMENT OF TRANSPORTATION. Splicing between fiber spools shall be considered incidental and the responsibility of the Vendor. When splicing into existing KANSAS DEPARTMENT OF TRANSPORTATION facilities, KANSAS DEPARTMENT OF TRANSPORTATION will provide splicing diagrams or detailed instructions on connections. Vendor should expect to perform approximately 1000 splices between existing KANSAS DEPARTMENT OF TRANSPORTATION fiber and the new Vendor-installed fiber trunk line. Vendor is to splice fiber to itself at any dead-end locations to create a folded loop for fiber testing. There are two known dead-end locations where
this is to occur but may include additional locations at the direction of KANSAS DEPARTMENT OF TRANSPORTATION.

1.24 Vendor must provide a minimum of seven (7) business days advance written notification to KDOT of any work that could adversely affect interruption of service of existing ITS infrastructure. All work will be confined within the existing roadway right-of-way. It is the responsibility of the Vendor to verify and keep installation of all equipment and devices within the existing roadway right-of-way.

1.25 Vendor shall maintain 2 feet conduit clearance from all landscaped features existing within the right-of-way. Any landscaping or City-owned irrigation systems disturbed during construction activities shall be restored to original condition. No additional payment will be made.

1.26 Vendor shall notify Centurylink and/or KANSAS TURNPIKE AUTHORITY when applicable two weeks and again at 72 hours prior to performing any work within 10 feet of a Centurylink or KANSAS TURNPIKE AUTHORITY backbone fiber. A Centurylink, KANSAS TURNPIKE AUTHORITY when applicable, and KDOT inspector must be present for work within 10 feet of fiber optic facilities.

1.27 At no time shall the Vendor access a Centurylink and/or KANSAS TURNPIKE AUTHORITY pull box or splice vault for any reason without a Centurylink and/or KANSAS TURNPIKE AUTHORITY inspector present.

1.28 All work within 10 feet of Centurylink and/or KANSAS TURNPIKE AUTHORITY fiber backbone shall be carried out with hand tools only. No mechanized equipment shall be allowed in the access of the KDOT conduit from the Centurylink and/or KANSAS TURNPIKE AUTHORITY conduit array. Hydro excavation is allowed.

1.29 Vendor to maintain at least 20 feet of clearance from all existing gas facilities and 10 feet of clearance from Centurylink and/or KANSAS TURNPIKE AUTHORITY fiber. Exception allowed when performing work with Centurylink while KDOT and Centurylink inspector present.

1.30 When within 10 feet of KDOT lighting facilities, conduit shall be hand dug.

1.31 CONDUIT DEPTH
1.31.1 The following requirements apply: a minimum of 42 inches of cover for all underground conduit containing communication service; a minimum of 48 inches of cover for all underground conduit containing electrical service; a minimum of 5 feet of cover below crown grade or 3 feet below ditch grade for all utilities crossing under roadways. Any exceptions to meeting the depth requirements must be approved by the KDOT.
1.31.2 At locations where Conduit crosses other subsurface utilities or other structures, the Conduit shall be installed to provide a minimum of twelve inches (12") vertical clearance at the applicable minimum depth; otherwise, the Conduit will be installed under the existing utility or other structure. If adequate clearance cannot be obtained under the existing utility special approvals from KDOT will be required to go over any existing utilities without maintaining the minimum depth.

1.32 INNERDUCT INSTALLATION
Innerducts will only be approved in special situations such as Bridge or Waterway crossings. Innerduct(s) shall be installed in all steel or PVC Conduits which are shared KDOT/Vendor conduits. Innerduct or shared conduit shall only be used when approved in advance by KDOT. No Cable will be placed directly in any split/solid steel or PVC Conduit without Innerduct. Innerduct(s) shall extend beyond the end of all Conduits a minimum of twelve inches (12"). Both the Conduit and Innerducts shall be sealed with foam sealant and/or duct plugs after installation.

1.33 SHARED MAINTENANCE OF FACILITIES
KDOT is interested in shared maintenance of facilities. An Add Alternate bid item “Fiber Maintenance” is included in the Bid Form, and shall include costs for the following:

1.33.1 Vendor must describe in detail their 24x7x365 monitoring of all end-to-end network services.

1.33.2 Provide details of any 24x7x365 operational support that is available. Provide details of your operational support service program, including, but not limited to, network design, engineering, troubleshooting & testing, acceptance, and commissioning.

1.33.3 Vendor must provide a single 24x7x365 trouble reporting telephone number and an electronic mail address for assistance and trouble ticket initiation/resolution.

1.33.4 Vendor must assume end-to-end ownership and repair resolution of all services. Trouble reporting (to 3rd party vendors) is the responsibility of the Vendor.

1.33.5 Provide information on the expected reliability of the proposed route including mean time to repair (MTTR). Explain how fault monitoring and diagnostics are handled.

1.33.6 Vendor is required to correct or repair cable discontinuity or damage and provide the following service support: Vendor’s maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Vendor is required to have its first maintenance employee at a site requiring emergency maintenance activity within two (2) hours from the time of alarm identification or notification by KDOT, whichever occurs first.

1.33.7 Vendor is required to restore continuity of at least two (2) fibers within four (4) hours of learning of discontinuity and restoration shall continue until all in-service fibers are restored. Vendor is required to commence its planning for permanent repair within twenty-four (24) hours after completion of an emergency repair, notify KDOT of such plans, and implement the permanent repair within an appropriate time thereafter.

1.33.8 Miscellaneous costs (i.e., costs KDOT will be expected to pay over and above the Maintenance costs) including but not limited to interconnect, splicing, building entrance fees, etc. must be included and will be subsidiary to other items of the contract.

1.33.9 Network description (i.e. topology, key locations, entrance facilities, total route mileage, span distances, etc.).

1.34 ADD ALTERNATE SEGMENTS
For each Add Alternate segment, please identify:

1.34.1 Owned fiber vs. fiber acquired from a 3rd party. For any fiber that is not wholly owned, provide a list of co-owners and/or underlying agreements supporting the dark fiber solution.

1.34.2 Existing fiber deployments vs. planned construction/expansions vs. 3rd party fiber that Vendor intends to use in support the dark fiber solution.

1.34.3 Aerial vs. underground. At minimum indicate as a percentage what percent of fiber route is buried and/or aerial (as an example: 30% buried, 70% aerial). Aerial routing will need to be approved by the KDOT, and the Vendor would need to show extreme cost hardship prior to
being granted permission for aerial construction. Provide fiber description (i.e. fiber type/manufacturer/technical specifications, date of manufacture, date of deployment, estimated remaining lifespan, recent OTDR data [if available], etc.).

1.34.4 Provide technical overview of the architecture and technical parameters. Identify existing fiber ring deployments and any planned expansion including schedules. If the network is not wholly owned, provide a list of co-owners and identify the segments affected. Identify any other third parties that have a material impact on the construction and maintenance of this fiber.

1.34.5 Describe the amount of existing fiber to be used in the Add Alternate proposal vs. the amount of new construction required to complete the project. If existing fiber is to be used, describe the age of the existing fiber. Provide photographic evidence and describe condition of cable. Provide photographic evidence and describe the condition of the existing splice vaults and pull boxes along the route. Note also if there are any known kinks or sections of crushed conduit along the run.

1.34.6 Describe availability of additional fibers available (for potential future growth needs) above the strands being proposed in the project.

1.34.7 Describe how KDOT personnel shall have access to any non-KDOT co-location sites for routine maintenance – i.e. keys issued, ID cards, badge access, etc.

1.34.8 Describe any additional training required by KDOT employees in order to gain full-time access to the KDOT equipment – i.e. railroad training, special safety training and/or certifications, etc.

1.34.9 Describe segment acceptance procedures and willingness to deliver segments individually as they become available. Describe financial impact of this process.

1.34.10 Provide an estimated time to complete any required construction.

2. Delivery Schedule

2.1 Vendor’s technical proposal must include technical specifications, diagrams, test plans, delivery schedule(s), acceptance timeframe(s) and any other relevant material.

2.2 Vendor’s delivery schedule, including any requisite lead times, should also be addressed in detail. Highlight all dependencies and milestones.

3. Production Management Capabilities

3.1 In the event an award is made, the Vendor shall identify for KDOT a permanent project manager as a single point of contact to manage all issues that occur during installation, as well as for service-affecting issues.

3.3 Documentation: Vendor shall provide sufficient documentation and literature for the product or service. Vendor shall include a drawing of their network for the proposed services. Network drawings should be submitted in an electronic format (Google Earth (*.kmz) or any other mutually agreeable format) showing fiber routes, offices, etc. In the event of an award, Vendor shall be prepared to supply bidirectional OTDR readings at time of delivery for all fiber segments.

4 Installation

4.1 Vendor shall be responsible for complete installation, implementation and provision of the services end to end. All fiber issues shall be resolved in a timely manner when identified by KDOT or its Vendors.
4.2 Detailed Warranty Description: Vendor must provide details of its warranty policies and procedures including, but not limited to a clear statement of the duration and conditions of warranties, and the warranties of Vendor’s Vendors. At a minimum, Vendor must warrant that products and services must be free of defects in materials and workmanship for a period of one (1) year from the Acceptance Date. Vendor must have a service and support capacity and be able to respond within two business days to warranty requirements. See Attachment E for more details.

4.3 Implementation Plan: Vendor shall provide a complete implementation plan that it will utilize to minimize any delays following agreement award. Include details of the level of involvement, if any, expected from KDOT, e.g., staff, facilities, etc. This should also include the timeline for conducting all required research for implementation or installation, for training, and for meeting all other KDOT requirements.
2 Introduction

1.1 A “Notice to Proceed” for this project is dependent upon the Vendor’s compliance with other contract requirements. The KANSAS DEPARTMENT OF TRANSPORTATION (KDOT) is seeking to develop its right-of-way assets for the building of a fiber optic infrastructure, providing KDOT with means for meeting current and future communication needs. The goal of this project is to award a Vendor contract to construct fiber optic infrastructure to be owned by KDOT that can be used to support the various aspects of the agency’s Intelligent Transportation Systems (ITS) and transportation deployments as well as other communication needs in the Wichita area. Vendor will also have the option to install their own fiber optic infrastructure adjacent to KDOT fiber optic infrastructure and to offer dark fiber on existing routes.

1.2 The Vendor shall submit a proposal for the services and systems required to meet the criteria defined within this Proposal Form. Format, technical information, and other pertinent information, including that explicitly required by the Proposal Form, and that necessary in the view of the Vendor to fully describe the bid, shall be in accordance with the requirements stated herein and the attached appendices.

1.3 If Vendor does not agree to accept any provision of the Proposal Form, the Vendor must so specify and state with particularity any change it would request KDOT to consider. If the Vendor’s bid is selected as the winning bid, KDOT reserves the right to consider, and accept or reject at its sole option, any or all such proposed changes during final contract negotiation with the successful Vendor.

1.4 The Vendor’s proposal shall not be conditioned upon acceptance by KDOT of any proposed change to the Proposal Form. Thus, if KDOT does not accept the Vendor’s proposed changes, and as a result the Vendor withdraws his/her bid, the Vendor shall forfeit his/her performance bond.

2.0 Exceptions, Variances and Alternate Proposals

Any exceptions, variances or alternative proposals to the requirements of this RFP, including but not limited to terms, delivery dates and provisions, must be specifically identified in Vendor’s Proposal. Such submissions must comply with Article 1.6, below. Exceptions and variances may be a basis for Proposal rejection.

3.0 Terms of Negotiation

Vendor’s response to this RFP indicates its understanding and agreement that the RFP is not an offer to contract by KDOT with Vendor. KDOT reserves the right, in its sole discretion, to withdraw or amend the RFP, to reject or disqualify proposals; to select or not select Vendors, including, without limitation, participants in this RFP process; and/or to identify one or more RFP participants with whom KDOT wants to solicit additional or supplemental offers (e.g., “best and final” offers) and/or to whom KDOT may want to issue a modified RFP. The foregoing is without limitation of KDOT’s further right, in its sole discretion, to award any or all of its business to one or more Vendors or potential Vendors, within the context of this RFP or independently of it, or to discuss matters related to such business with any of the foregoing.

4.0 Validity Period
4.1 Vendor must guarantee that its pricing and other terms provided in its Proposal shall remain valid through the completion of the project and all accompanying change orders.

5.0 Proposal Instructions

5.1 Vendor’s Proposal must contain all the information set forth below. Non-conforming Proposals may be disqualified.

6.0 Proposal Format

6.1 Proposal Cover Letter
Vendor shall submit a cover letter transmitting its Proposal Package to the State of Kansas. The cover letter shall specifically reference the RFP # and be signed and dated by an individual authorized to contract with the State of Kansas on behalf of Vendor.

6.2 Executive Summary
This section shall include a summary of the technical, management and pricing proposals; Vendor’s qualifications; and any other information Vendor believes is relevant to the Proposal. Vendor shall summarize Vendor’s business, e.g., its corporate history, identity, and experience in the marketplace so that KDOT may better understand Vendor’s ability to provide products and services that will be compliant with this RFP and meet KDOT’s business needs. The summary should be in a form appropriate for executive management review.

6.3 Statement of Qualifications
The statement of qualifications is a presentation of the qualifications and experience of Vendor and the staff that will be participating in the agreement.

6.4 Detailed Proposal Requirements
This portion of Vendor’s Proposal addresses the Proposal requirements in detail. Technical specifications, product support, maintenance, warranties, pricing and other relevant product and service requirements will be addressed.

6.5 Company Profile
Provide a background of Vendor’s company, including size, lines of business, technical resources, field staff, manufacturing capabilities, manufacturing facilities, research and development labs, date established, ownership type, total number of employees and number of employees engaged in providing supporting products and services which are the subject of this RFP.

6.6 Company Experience
Summarize past and present experience in development, manufacturing and support of the products and services called for in this RFP. Highlight any technological leadership, awards, innovative products, product support and customer care programs. Include any experience that Vendor has in developing and manufacturing other telecommunications or similar products and services.

6.7 Solution Summary
Provide a description of the product and/or service that Vendor is proposing noting any distinguishing or differentiating characteristics of the product(s) and/or service. Future evolution plans may also be summarized.
6.8 References
Provide the names, telephone numbers and addresses of three (3) current customer references. These references must be organizations of comparable size and complexity with needs similar to those of KDOT. The list shall provide the appropriate person at this site who can be independently contacted by KDOT.

6.9 Complaints and Lawsuits
Indicate whether Vendor has been involved as a defendant in, or the subject of, any administrative complaint, investigation, or civil or criminal actions in the past six (6) years. Vendor should attach a separate sheet furnishing details, including the name of plaintiffs, investigatory body or regulatory agency, action number or other reference number, style of complaint and the current status.
Cost Form

Bidder Name: _______________________________________________________________

The information requested by this document must be submitted pursuant to RFP Section 2.1.

It is assumed that all work associated with the installation of fiber optic infrastructure including materials (such as fittings, etc.) will be subsidiary to the linear foot of installed fiber. Every primary fiber route will include a “spare” empty conduit for future use.

The bid Items “Fiber Optic Splice” and “Fiber Termination in Cabinet” shall be for connection to existing/new fiber trunkline runs; it will be paid for per unit listed in the Bid Form. Quantities shown may change after contract award and price will be adjusted based on work completed. All equipment materials and manpower necessary to complete the splice shall be Subsidiary to the fiber splice and termination bid items.

The bid item “Fiber Communication Hub Cabinet” shall be for installation and all equipment specified in typical detail and described in the following tables. All equipment materials and manpower necessary to install cabinets and equipment shall be subsidiary to the hub cabinet bid item.

For the Add Alternate routes, all splice boxes or other appurtenant structures shall be subsidiary to the linear foot of installed fiber.

The bid Item “Fiber Maintenance” is for a year of maintenance of the fiber. Since the fiber is adjacent to Vendor fiber optic cable, shared maintenance costs are of interest to KDOT. This should be considered an Add Alternate bid item, and does not need to be completed to have a qualified bid.
### Primary Fiber Routes

1. **K-254 from I-135 to Rock**

<table>
<thead>
<tr>
<th>Fiber</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber</td>
<td>29,900</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conduit (Trenched/Bored/Plowed)</td>
<td>57,700</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Splice Vaults</td>
<td>7</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiber Termination in Cabinet</td>
<td>126</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiber Communication Hub Cabinet (North Junction)</td>
<td>1</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total =

| Fiber Maintenance                    | 29,900   | LF   |            |       |

2. **I-235 from US-54 (north side) to I-135**

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<thead>
<tr>
<th>Fiber</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber</td>
<td>45,650</td>
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</tr>
<tr>
<td>Conduit (Trenched/Bored/Plowed)</td>
<td>86,000</td>
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<td></td>
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<td>Splice Vaults</td>
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<td></td>
</tr>
<tr>
<td>Fiber Optic Splice (South Limits)</td>
<td>48</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiber Termination in Cabinet</td>
<td>96</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
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Sub-Total =

| Fiber Maintenance                    | 45,650   | LF   |            |       |

3. **I-235 from US-54 (south side) to I-135**

<table>
<thead>
<tr>
<th>Fiber</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber</td>
<td>48,000</td>
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<tr>
<td>Conduit (Trenched/Bored/Plowed)</td>
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<td></td>
</tr>
<tr>
<td>Fiber Optic Splice (North Limits and DMS)</td>
<td>134</td>
<td>EACH</td>
<td></td>
<td></td>
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<tr>
<td>Fiber Termination in Cabinet</td>
<td>384</td>
<td>EACH</td>
<td></td>
<td></td>
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<tr>
<td>Fiber Communication Hub Cabinet</td>
<td>2</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total =

| Fiber Maintenance                    | 48,000   | LF   |            |       |

4. **K-96 from I-135/I-235 North Junction to East KTA**

<table>
<thead>
<tr>
<th>Fiber</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber</td>
<td>64,150</td>
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<td></td>
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<tr>
<td>Conduit (Trenched/Bored/Plowed)</td>
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<td>LF</td>
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<td></td>
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<tr>
<td>Splice Vaults</td>
<td>17</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiber Termination in Cabinet</td>
<td>192</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total =

| Fiber Maintenance                    | 64,150   | LF   |            |       |
### Add Alternate Routes

<table>
<thead>
<tr>
<th>Route Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. K-96 from I-235 through Hutchinson</td>
<td>Fiber 288,480</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduit (Trenched/Bored/Plowed) 553,890</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total =</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. K-15 from I-135 through Mulvane</td>
<td>Fiber 84,000</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduit (Trenched/Bored/Plowed) 161,280</td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total =</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. K-42 from Sedgwick County line to I-235</td>
<td>Fiber 124,920</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduit (Trenched/Bored/Plowed) 239,850</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total =</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. US-54 from I-235 to West County Line</td>
<td>Fiber 144,000</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduit (Trenched/Bored/Plowed) 276,480</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total =</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. US-54 from East 143rd Street through Augusta</td>
<td>Fiber 78,000</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduit (Trenched/Bored/Plowed) 140,760</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total =</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Fiber Maintenance</strong> 288,480</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Conduit (Trenched/Bored/Plowed)</strong> 553,890</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment A

Location Information

The following primary fiber routes are ordered by preference of completion; a detailed route *.kmz file as well as an Excel spreadsheet with splice vault locations is available for use, see hyperlink at end of this page:

1. K-254 from I-135 to Rock
2. I-235 from Central Avenue (north side) to I-135
3. I-235 from approximately Harry Street (south side) to I-135 (includes spur north to KDOT DMS near I-135 and Hydraulic, and connection to KANSAS TURNPIKE AUTHORITY)
4. K-96 from I-135/I-235 North Junction to East KANSAS TURNPIKE AUTHORITY

The following Add Alternate routes may be awarded based on pricing (note: a detailed route will be developed or agreed to for fiber routes that are offered. Vendor should document assumptions, indicating new construction or offer of existing dark fiber, on pricing format provided):

1. K-96 from I-235 through Hutchinson
2. K-15 from I-135 through Mulvane
3. K-42 from Sedgwick County line to I-235
4. US-54 from I-235 to West County Line
5. US-54 from East 143rd Street through Augusta

The detailed route *.kmz file may be downloaded from the following link:
https://transystems.sharefile.com/d-s7aed223f3647f09

Attachment B

Fiber Communication Cabinet Specifications

1. FIBER COMMUNICATION HUB CABINET
   1.1 Fiber Communication Hub Cabinets are defined as the complete assembly of all required equipment and components for the collection and communication of data gathered from various fiber trunk lines to the Traffic Management Center via another fiber trunk line. Vendor is to furnish and install Type 340 cabinet and foundation at the locations indicated above or as directed by the KDOT. Provide all necessary incidental items for a complete fully functioning cabinet installation including but not limited to: lights, alarm, power and load center, filter, fan, DIN rails, drawer, shelf, power strip, wiring, heater and all equipment mounting hardware. Include any necessary back panels; all required communication equipment, all required wiring, switches and connectors, and all other equipment as required by these specifications, or as directed by the KDOT, to provide a fully functioning and operational Fiber Communication Hub Cabinet.
   1.2 Construct and install cabinet foundation per Division 400 and 700 of the KDOT Standard Specification. A standard cabinet foundation detail will be provided upon award. Foundation shall be installed on level ground and out of areas prone to standing water.
   1.3 Type 340 Cabinet shall be pad-mounted. Cabinet shall have a bare aluminum finish and come equipped with four full size doors for front or rear entry (two front, two back). Provide doors with a BEST 3L Series deadbolt cabinet lock with construction core. KDOT will replace keyed core upon
cabinet acceptance. Ensure that cabinets are designed to NEMA 3R specification. Provide each door with a raised designation “KDOT ITS” with minimum letter height of two inches in a plain font. Provide handles for each main door that opens outwards. Supply all cabinets with a removable, self-standing rack assembly, an AC buss, a ground buss, and a strip heater.

1.4 Type 340 Cabinet shall be approximately 67”H x 45”W x 26”D. Provide cabinet with a minimum of two lighting fixtures mounted inside the front and back of the cabinet. Install door-activated switch to turn on cabinet lights when door is open. Install a door actuated alarm switch for each door. Wire this switch such that an alarm can be sent to the TMC when both or either door is opened.

1.5 Type 340 Cabinet shall be equipped with a load center capable of landing a 120/240V power circuit. Land all incoming power including circuit breakers. Ground bars are to be installed adjacent to the Load Center for internal cabinet power distribution. Provide the main power to have its own 2-pole circuit breaker, install two single pole 120V-15A circuit breakers. Distribute cabinet loads across both circuits to balance loads. The heater should be on one circuit and the power strip on another circuit. Mount all power terminals and the Load Center a minimum of 12” above the bottom of ground mounted cabinets.

1.6 Type 340 Cabinet shall be equipped with a removable and replaceable furnace type fiberglass filter behind all door vents. Ensure the filtration area covers the vent openings. Ensure the filter is held firmly in place with a vented back plate shell that fits over the entire filter providing full support. Ensure the shell is louvered to direct the incoming air downward.

1.7 Type 340 Cabinet shall be equipped with fan and thermostat assembly to the top of the cabinet. Pull out drawer for placement of laptops and tools. Electric utility heater that is rack mountable and provided 500 watt output at 120V, rugged construction, and mechanical thermostat capable of being set to 40°F or lower.

1.8 Rack mounted power strip to include a minimum of 8 receptacles, 2 receptacles on front and 6 receptacles on rear. Power strip to use UL 1449 rated for 330V surge suppression and protect from over voltages up to 40,000 amps per phase.

1.9 Install a document pocket on the inside of one door. Provide in this document cabinet wiring diagrams, maintenance logs, cabinet elevation drawings, communication schematic drawings and test results.

1.10 Install the conduits placed in the cabinet such that the appropriate conduit is placed at the location where fiber running through it will be attached in the cabinet. Carefully design conduit placement to prevent crossing of cables within the cabinet.

2. POWER SUPPLY ASSEMBLY, TYPE 2

2.1 Vendor shall provide and install a new 120/240V Type 2 power supply assembly for each Communication Hub Cabinet in accordance with the details shown on KDOT Standard Detail TE202. Provide power supply assemblies that contain a main circuit breaker frame and trip rating. Provide 100 Amp main breaker and 2-pole 30 amp circuit to cabinet. The customer door shall have a latching handle with provision for padlocking in the closed position. Provide a temporary padlock. KDOT will replace the padlock with a KDOT-supplied padlock at final acceptance.

2.2 Provide surge protection at each power supply assembly with devices listed to UL 1449, current edition, to protect the load side conductors from power surges and over voltages. Supply all power supply assemblies with 120/240V AC heavy-duty parallel surge protector on the AC service input. Provide voltage protection rating of 700V, L-N, L-G, N-G, surge current 100 kA per phase.

2.3 Vendor shall be responsible for coordination, ordering and paying for the electrical service in KANSAS DEPARTMENT OF TRANSPORATION’S name. Vendor shall make payment of all power company fees until KDOT assumes ownership. Utility Company is Westar Energy, contact is Brandon Chadd at (316)-261-6251. Vendor shall contact Westar Energy a minimum of six weeks
prior to construction. Consult Westar Energy regarding their service installation requirements and furnish the service equipment in compliance with codes and regulations, and their requirements.

2.4 Verify the power service voltage at the power service locations prior to installation of circuits at all locations. Label all circuits by means of round aluminum identification tags with a minimum thickness of 2.5 micrometers attached to the cables with copper wire. Provide lightning arrestors of the rated voltage as shown in KANSAS DEPARTMENT OF TRANSPORTATION Standard Detail TE202. Provide each constructed service drop with a phenolic nameplate indicating the following: Project “KDOT ITS”, Service address “_____________” Service voltage “______________”. Coordinate with local City government to determine the appropriate service address for power supply.

2.5 Vendor is responsible to run power cables and conduit from Type 2 Power Supply Assembly, route to Communication Cabinet Hub, and connect to cabinet load center.

2.6 Use electrical conductors and associated equipment that meet the requirements of ICEA, IMSA, NEMA, RETMA, NEC and the regulations of the national board of fire underwriters, as applicable, and meet the approval of the KANSAS DEPARTMENT OF TRANSPORTATION. Use soft drawn copper for all conductors except as noted. Solid conductor may be used for grounding where connected to a ground rod.

2.7 Use copper cablings that conform to ASTM B3 and B8 with flame-retardant, moisture, and heat resistant cross-linked polyethylene or thermoplastic insulation rated 90°C in wet locations and listed by UL as Type XHHW-2 or USE-2. Use solid wire for No. 10 AWG and smaller and stranded wire for sized No. 8 AWG and larger. For all current carrying electrical conductor runs, use ground wire in run that matches AWG size of the largest conductor in run.
Attachment C
As-Built Drawing Specifications

As-Built drawings will contain a minimum of the following and will be in *.KMZ or other mutually agreed upon format:

1. Information showing the location of running line, relative to permanent landmarks, including but not limited to, railroad mileposts, boundary crossings and utility crossings.

2. Splice Vault locations.

3. GPS readings in excel format for all installed splice vaults. Accuracy of GPS readings shall be within 3 feet and the datum noted.

4. Conduit information (type, length, expansion joints, etc.).

5. Cable information (manufacturer, type of Cable, reel numbers, sequentials at all Splice Vaults, amount of Cable slack, etc.).

6. Notation of all deviations from specifications (depth, etc.).

7. Right-of-way detail (type, centerline distances, boundaries, waterways, road crossings, known utilities and obstacles, etc.).

8. Cable marker locations and coordinates.

9. Construction of facilities will be documented on the sitework/facility As-Builts and maintained on file at the facility (if applicable).

10. Splice locations and splicing schematics/diagrams.

11. Submit as-built communication schematic drawings or redlined drawings to the KDOT based on the actual connections made in the field and in the KDOT designated facility. Include in the as-built communication schematic drawings all equipment, both KDOT furnished and Vendor furnished. Leave a copy of these approved drawings at KDOT designated facility.
Attachment D

Known Construction Projects

List of Known Construction Projects (as of January 2015) in the Wichita Area include:

1. I-135, 37th St. N. to 85th St. N. -- Extensive work to six miles of interstate highway including patching, milling then asphalt overlays, bridge repairs, guardrail replacement, storm water drainage improvements, signing, lighting and striping. Anticipated Completion by 8/1/15.

2. K-254 at Oliver Bridges – Bridge deck patching plus polymer overlays. Early start date is 3/16/15 and late start date is 5/11/15. 90 working days.

3. WB K-96 to SB I-135; NB I-135 to SB I-235 – High friction surface applied to two ramps. Late start date is 5/26/15. 10 working days.

4. I-235 & 13th St. Interchange – Permanent seeding. Early start date is 11/17/14 and late start date is 3/30/15. 15 working days.

5. K-96 & I-235 over the Big Arkansas River – Two bridges will have deck patching, repair strip seals, polymer overlays and other repairs. Early start date is 3/16/15 and late start date is 7/20/15. 40 working days.

6. K-96, from east end of Big Arkansas River Bridge to end of asphalt shoulders at west end of K-96/I-235/Meridian interchange (also includes all ramps at the K-96/I-235/Meridian Interchange) – replace asphalt shoulders. Early start date is 3/16/15 and late start date is 4/20/15. 35 working days.

7. K-96, eastbound lanes from the Reno/Sedgwick county line east to RP 278.81 west of Maize; and the westbound lanes from 0.15 mile west of Victory Road to east Reno County line -- Asphalt mill and overlay. Late start date is 7/13/15. 45 working days.

8. I-135 & Central Avenue – Replacement of the overhead sign truss and related signs on southbound I-135 just north of the Central exit ramp. Late start date is 5/11/15. 10 working days.

9. U.S. 54 from K-96 junction to Andover Road in Butler County – Asphalt mill and overlay plus video detection cameras at U.S. 54 & 143rd Street intersection. Late start date is 8/31/15. 30 working days.


15. I-135, 37th St to 85th St. – Permanent seeding project lets in June 2015.
16. ITS deployment on I-135, I-235, U.S. 54 – Cameras, traffic sensors and message signs to be installed. Letting date is June 2015 (subject to change).


18. I-235 Bridges over Arkansas River (NB & SB), over the Wichita – Valley Center Floodway (NB & SB), and the 25th Street Bridge over I-235 – Bridge replacements over a two-year period. Lets in November 2015.

19. U.S. 54 frontage roads, 151st Street West to 135th Street West – A City of Wichita project to build new frontage roads for future freeway. Started in 2014.

20. U.S. 54 freeway construction, Cypress to Wiedemann (includes Webb Road/Kansas Turnpike interchange) – A City of Wichita project that begins in mid-2015.

Attachment E
Applicable KANSAS DEPARTMENT OF TRANSPORTATION ITS Equipment Specifications and Typical Detail sheets

Intelligent Transportation System (ITS) Specifications

Below is a link to KANSAS DEPARTMENT OF TRANSPORTATION Standard ITS specifications. Where the term “Plans” are used, it shall mean “Contract Documents”. Where the term “Contractor” is used it shall mean “Vendor”

https://transystems.sharefile.com/d-s0f18b9cc03b4e6d9
## Attachment F

**Splice Vault Locations (for Primary Fiber Routes Only)**

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<thead>
<tr>
<th>Splice Vault</th>
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<th>Route</th>
</tr>
</thead>
<tbody>
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<td>-97.249940°</td>
<td>K-254 Route</td>
</tr>
<tr>
<td>2</td>
<td>37.795277°</td>
<td>-97.271675°</td>
<td>K-254 Route</td>
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<td>37.783126°</td>
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<td>7</td>
<td>37.762276°</td>
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* Hub Cabinet Locations: Stake and receive approval for these splice vault locations
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of __________________, 20_____.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.